

ARCHER2 eCSE Programme: Project Terms and Conditions:

By acceptance of Your Award Letter You will be deemed to have read, and agreed to be bound by, these Terms and Conditions, (“these Terms”), in relation to Your undertaking of the Project, thereby creating a binding agreement between You and the University, (“this Agreement”).

1 DEFINITIONS

“the University” shall mean the University of Edinburgh;

“You” shall mean the legal person whose application for grant award has been accepted, including any third party engaged by You to undertake the Project on Your behalf, (and ‘Your’ shall be interpreted accordingly);

“the Researcher” shall mean the individual or individuals identified in Your Proposal who will undertake the Project on Your behalf;

“the Project” shall mean the effort to be undertaken by the Researcher, which effort is more particularly detailed in Your Proposal;

“Results” shall mean any result or deliverable which is generated pursuant to Your undertaking of the Project;

“the Funding” shall mean the consideration to be paid to You, in respect of Your proper undertaking of the Project;

“the Funder” shall mean the Engineering and Physical Sciences Research Council, (“the EPSRC”);

“the Proposal” shall mean the Project proposal submitted by You in relation to which the Funding has been awarded.

2 THE PROJECT

2.1 You shall use all reasonable efforts to complete the Project during the period and in accordance with the specification detailed in Your Proposal.

2.2 The Project shall be undertaken by the Researcher. Should the Researcher not be able to undertake the Project for any reason not within Your reasonable control, You shall promptly, on becoming so aware, advise the University in writing, (which may include via email), to such effect. You shall advise the University of any alternative individual(s) properly qualified and available to undertake the Project, (“the Alternate”), but may not allocate any Funding, or submit a claim for Funding in relation to any effort undertaken by such Alternate until the University has confirmed that such Alternate is acceptable to it and, as appropriate, the Funder.

In the event that the Alternate is not acceptable to the University or to the Funder, the University may, by notice in writing to You, terminate this Agreement in accordance with the provisions of Clause 6.

3 FUNDING

- 3.1 In consideration of the Your proper performance of the Project, the University shall make payment to You of the Funding, in accordance with the payment schedule included in Your Award Letter.
- 3.2 The Funding, although considered a research grant, shall, for the avoidance of doubt, be inclusive of any VAT or other taxes which may be exigible.
- 3.3 The University shall, in addition to the Funding, reimburse You the additional costs, if any, identified in Your Award Letter.

4 RESULTS

- 4.1 Any software code developed within the Project shall belong to You.
- 4.2 The University may publish general details of the Project, including identifying You and the Researcher, details of the Project and non-specific information relating to the Results generated.

5 PUBLICATION

- 5.1 You shall be entitled to publish in relation to the Project and/or the Results generated, but shall in any such publication acknowledge the contribution of the EPSRC via the Funding and that the Funding was granted in relation to the ARCHER2 Service hosted at the University.

You shall provide the University with a copy of any such publication for the purposes of record.

- 5.2 The Parties acknowledge that the Researcher shall be entitled to publish following Your internal publication procedures and confidentiality policies.

6 TERMINATION

- 6.1 The University shall be entitled to terminate this Agreement, (and the Project), with immediate effect and without any compensation or damages, (but without prejudice to Your right to be paid to the extent that the Project has been properly undertaken as at the date of any notice of termination from the University), if You:
 - 6.1.1 commit a serious breach of any term of this Agreement, immediately where such breach is, in the opinion of the University, irremediable, or which, if capable of remedy, You fail to remedy in accordance with written notice from the University specifying the breach and requesting that it be remedied within a reasonable period of time;
 - 6.1.2 persistently neglect, fail or refuse, for whatever reason, to perform the Project to the reasonable satisfaction of the University;
 - 6.1.3 become unable to perform the Project, by reason of the unavailability of the Researcher or any suitable replacement(s) for the Researcher, under

the provisions of Clause 2.2, or for any other reason beyond Your reasonable control.

- 6.2 You shall promptly advise the University in the event that there is any failure on the part of the Researcher to perform the Project in accordance with the terms of this Agreement.

7 **LAW**

This Agreement shall be governed by and interpreted in accordance with the law of Scotland and the Parties agree to the exclusive jurisdiction of the Scottish Courts.

8 **NON-ASSIGNMENT**

This Agreement is personal to the Parties and neither/no Party may assign any of its rights or obligations hereunder to any third party without the prior written consent of the other(s), which that other may give, may give conditionally or may withhold at its absolute discretion.